

LEASE AGREEMENT

THIS LEASE, dated this ____ day of _____, between FAUQUIER COUNTY, VIRGINIA, a Political Subdivision of the Commonwealth of Virginia, (the Landlord), and E.W. MESSICK, JR., (collectively "the Tenants"), provides:

THAT for and in consideration of the mutual agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Leased Premises. The Landlord hereby lets, grants, demises and leases unto the Tenants, and the Tenants hereby lease from the Landlord, for farming purposes for the term and upon the conditions hereinafter set forth, the property purchased by the Landlord from the Tenants on 1st day of January, 2002, and designated as follows:

22.4341 acres, being part of PIN #'s 7819-03-2264 and 7819-03-8285, known as tract 1 and 2 on a survey of Ross, France & Ratliff, Ltd. dated December 7, 2000 and revised August 30, 2001.

2. Term. The term of this Lease shall commence as of the date hereof and expire ten 10) years therefrom on January 1, 2012 with the option to renew the lease under the same terms and conditions every ten (10) years therefrom; provided, however, that either the Tenants or the Landlord may cause an early termination of this Lease at any time without fee upon not less than 90 days written notice to the other party prior to the first day of the month in which such termination is sought

3. Rent. The Tenants shall pay the Landlord a total rent of (\$1 per year) for the period commencing with the date hereof and expiring ten (10) years therefrom or until termination of this Lease, in which case such rent shall be prorated as of the last day of occupancy. Such rent shall be payable yearly in advance on the first day of each year with all sums remaining unpaid being payable on the date of termination.

4. Use of Leased Premises. The Tenants may use the Leased Premises for farming purposes, to farm any areas in the parcels noted above. These farming activities shall be subject to the minimum distance separation requirements noted in the FAA Advisory Circular 150/5200-3 (copy attached hereto and incorporated herein).

Tenant's use of the leased premises is also subject to the Landlord's intent to relocate a portion of Rt. 648. Tenant acknowledges that construction to relocate a portion of Rt. 648 is scheduled to begin sometime after September 1, 2002. Tenant will work with Landlord's representative to ensure that areas to be farmed within the portion of the property to be used for the relocation will include crops which harvest would extend beyond the contemplated beginning of construction for relocated Rt. 648. Landlord will not be subject to damages, costs, or loss experienced by Tenant as a result of Landlord's construction of relocated Rt. 648.

5. Assignment; Subordination. The Tenants agree that the Tenants will not transfer or assign this Lease, or let or sublet the whole or any part of the Leased Premises, without the prior written consent of the Landlord, which consent may be withheld, delayed or

conditioned in the absolute discretion of the Landlord for any reason or no reason. The Landlord may assign any or all of Landlord's rights under this Lease at any time and without the necessity of obtaining any prior consent of the Tenants. The Landlord may mortgage or execute a deed of trust on the Leased Premises, and the Tenants hereby agrees that such mortgage or deed of trust shall be prior to and take precedence over the Tenants's rights under this Lease. The Tenants agrees to comply with the Landlord's reasonable requests to execute additional documentation subordinating this Lease to any such mortgage or deed of trust and any reasonable estoppel letters.* This farm is leased in entirety to the Albert Bender family, Calverton, Va.

6. No Holdover. Upon termination of this Lease, if the option to renew is not exercised, the Tenants shall deliver possession of the Leased Premises to the Landlord together with a written instrument evidencing such termination and delivery of possession. In the event the Tenants hold over, the Landlord may seek to summarily evict the Tenants and recover damages, including, without limitation, an amount equal to two times the fair market rental for the Leased Premises.

7. Cost of Enforcement and Waiver of Exemptions. The Tenants hereby agrees to pay all costs, expenses, fees and charges incurred by the Landlord in enforcing, by legal action or otherwise, any of the provisions, covenants or conditions of this Lease, including but not limited to reasonable attorney fees, and the Tenants hereby waives the benefit of any homestead or other exemption provided by

for the benefit of tenants or debtors with respect to the obligations of this Lease.

8. The Tenants' Covenants. The Tenants covenants and agrees (a) to pay all charges payable hereunder, (b) not to use the Leased Premises for any purpose other than the use specified above, (c) to comply with all laws, ordinances, rules and regulations applicable to the occupancy and use of the Leased Premises (including those related to environmental protection), (d) to maintain the Leased Premises in at least as good condition as the Leased Premises were when the Tenants took possession thereof, (e) not to deliberately or negligently alter, destroy, deface, damage or impair any part of the Leased Premises nor permit any other person to do so, (f) to give to the Landlord prompt notice of any such damage to the Leased Premises, not cause, permit or allow any hazardous materials or similar materials (as those or similar terms are defined under any current or future federal, state or local law, rule, regulation or ordinance) to be discharged, brought onto or permitted to remain on the Leased Premises

9. Rights of the Landlord upon Default. The Tenants agree that any of the following shall be deemed a default by the Tenants a breach of this Lease: (a) a default in the payment of any payment due from Tenants, (b) a default by the Tenants in the performance of any other provision, covenant or condition of this Lease and (c) any abandonment, desertion or vacation of the Leased Premises by the Tenants. In the event of any such default by the Tenants and the failure of the Tenants to cure such default within

ten (10) days after written notice thereof, the Landlord and Landlord's agents shall have the right to reenter and resume possession of the Leased Premises and terminate this Lease. No such entry or reletting shall deprive the Landlord of any other right, action or proceeding for possession or damage by statute or otherwise provided at law or in equity

10. Mutual Covenants. This Lease constitutes the entire agreement between the parties and may not be modified except by written instrument executed by all of the parties hereto. This Lease shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia, and shall be binding upon and inure to the benefit of the heirs, representatives, successors, permitted sublessees and assigns of the parties.

11. Notice. Any notice provided for or permitted by this Lease may be given in writing by registered or certified United States mail, postage prepaid, return receipt requested, addressed to the party to be notified at that party's address last designated by that party in writing to the other, or delivered personally to Landlord or the Tenants, as the case may be, and shall be deemed conclusively to have been given on the date of mailing or personal delivery

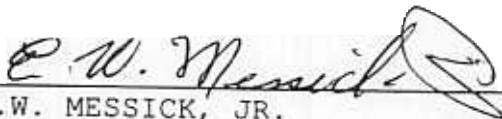
WITNESS the following signatures.

LANDLORD:

FAUQUIER COUNTY, VIRGINIA,
a Political Subdivision of the
Commonwealth of Virginia

by: _____
Its: _____

TENANTS:


E.W. MESSICK, JR.

APPROVED AS TO FORM

COUNTY ATTORNEY

DATE

H:\messick/leasefrm